

CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS STE. GENEVIEVE SCHOOL DISTRICT R-II

This agreement is entered this 16TH day of JANUARY, 2006 between the Board of Education of the Ste. Genevieve School District ("Board" or "District") and MIKEL A. STEWART ("SUPERINTENDENT").

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as superintendent of the District's schools, for a period of three years, from July 1, 2006 through June 30, 2009, subject to the provisions of this agreement.

2. **SUPRINTENDENT'S DUTIES.** The Superintendent shall at all times during the term of this agreement possess a valid certificate enabling him to serve as a superintendent of schools in the state of Missouri.

The Superintendent shall have responsibility for the administration of the schools of the District under the direction of the Board, and shall act as chief executive officer of the District. As such, he shall be directly responsible for the selection, direction and assignment of the administrative staff, teachers and other employees in the manner which most efficiently and effectively accomplishes the educational mission of the district, and for making recommendations concerning the annual budget and for administering the budget adopted by the Board. The Superintendent shall provide for compliance with applicable laws and regulations relating to public schools in the state of Missouri, and shall perform his duties and supervise the employees and students of the District in a manner consistent with such laws and regulations.

The Superintendent shall administer and enforce the policies, rules, regulations and procedures of the District, shall recommend necessary additions or changes, and shall perform other administrative duties that are incidental to the position of superintendent or that may be assigned by the Board.

3. **PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of the Missouri Association of School Administrators, including the local district organization, at District expense, and may attend educational programs offered through such organizations at District expense. The Superintendent may become a member of such other organizations as he may deem appropriate at District expense if approved by the Board. Unless directed otherwise by the Board, the Superintendent may participate in any other educational program at district expense within amounts budgeted for such purposes if, in his discretion, such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include amounts necessary for purposes of this paragraph.

4. **COMPENSATION.** The salary payable to the Superintendent under this agreement for the noted school years shall be:

2006-07 - 2.1 times Mr. Stewart's position on the Ste. Genevieve R-II approved Salary Schedule \$ 123,564

2007-08 - 2.1 times Mr. Stewart's position on the Ste. Genevieve R-II approved Salary Schedule \$ 132,048

2008-09 - 2.1 times Mr. Stewart's position on the Ste. Genevieve R-II approved Salary Schedule \$ 140,322

Salary shall be payable in equal installments on a monthly basis and subject to all deductions required by law.

5. **EVALUATION.** The Board of Education shall devote a portion or all of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his performance under the applicable guidelines for performance based evaluation available through the Department of Elementary and Secondary Education, or under another evaluation method agreed upon by the Superintendent and the Board.

6. **BENEFITS.** The Superintendent shall be entitled to all of the benefits applicable to certificated employees, and in addition shall be entitled to the following benefits:

- (1) **VACATION.** The Superintendent shall be entitled to the following paid vacation during each year of this agreement, exclusive of weekends and legal holidays:
2006-07 - 20 days during the school year
2007-08 - 20 days during the school year
2008-09 - 20 days during the school year
- (2) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his duties.
- (3) **DEFENSE AND INDEMNIFICATION.** The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of his employment with the district based upon acts within the scope of employment, excluding criminal litigation and any defense or indemnification that the District can not provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

7. **TERMINATION – FOR CAUSE.** This contract may be terminated, following written notice and an opportunity for a hearing, for cause, including failure to comply with the terms of this contract or any cause for which the contract of a permanent teacher may be terminated. Except in the case of alleged immoral conduct or criminal acts, the Superintendent shall be given written notice of causes that may result in termination if not corrected, at least sixty days before charges are filed, and an opportunity to address the problem areas identified in the written notice. Following termination of this contract by the Board of Education, no further salary shall be payable. The Superintendent may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law.

8. **SATISFACTION OF CONTRACT.** The Board of Education may completely discharge its obligations under this agreement at any time by paying to the Superintendent all of the contracted salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.

9. **RETIREMENT.** The Superintendent may, by giving a minimum of one-hundred twenty (120) days written notice to the Board prior to the end of any school year, retire effective upon the completion of such school year during the term of this agreement and terminate this agreement effective upon such date. In order to exercise this option, the Superintendent must be eligible to receive full benefits under the Teacher Retirement System.

10. **MEDICAL EXAMINATION.** At least once during each year, the Superintendent shall obtain a comprehensive medical examination, the actual cost of which shall be paid by the Board.

11. **SEVERABILITY.** If it is determined at any time that any provision of this contract is illegal or unenforceable, the remaining terms shall not be affected.

12. BOARD AUTHORIZATION AND SIGNATURES.

BY ORDER OF THE BOARD OF EDUCATION, the district has approved this contract by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by signing below.

STE. GENEVIEVE SCHOOL DISTRICT R-II

By: Martha Pringer 1-18-06
President, Board of Education Date

Attest: Peg L. McDermel 1-17-06
Secretary Date

M. A. Stewart 1-18-06
Superintendent Date